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*Read 18 Feb. 1746 in Lords*

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*Enacted 19 Geo. II. Private Acts. c. 21.*

An ACT for Vesting divers Lands and Tenements in the County of Northumberland, late the Estate of John Manners, Gentleman, deceased, in Trustees, to enable them to make an Effectual Conveyance thereof to the Purchasers, under a Decree of the Court of Chancery, for the Purposes therein mentioned.



Whereas, by Indentures of Lease and Release, bearing Date respectively the First and Second Days of May, One thousand Seven hundred and Thirty-five, and made, or mentioned to be made, between *John Manners*, of *New Moorhouses*, in the County of *Northumbeland*, Gentleman, Son and Heir of *Edward Manners*, late of *Acton*, in the County aforesaid, Gentleman, deceased, of the one Part; and *James Fryer*, of the Town and County of *Newcastle upon Tyne*, Merchant, since deceased, of the other Part; in Consideration of the Sum of Three thousand Pounds, in the said Indenture of Release mentioned to be paid by the said *James Fryer* to the said *John Manners*; and at his Instance and Request, and for the proper Debt of the said *Edward Manners* and *John Manners*, or one of them; he the said *John Manners* did grant, release, and convey, unto the said *James Fryer*, and his Heirs, all that capital Messuage, and all those Lands, Grounds, and Hereditaments, with the Appurtenances, situate, lying and being in the Parish of *Felton* and County of *Northumberland* aforesaid, commonly called or known by the Name of *Old Felton*; and all that capital Messuage, and all those Lands, Tenements, Farmholds, and Hereditaments, with the Appurtenances, situate, lying and being in the Parish of *Felton*, and County aforesaid, commonly called or known by the Name of *Acton*, and then late in the Possession, Tenure, or Occupation of *Margaret Ramsay*, Widow, and the said *Edward Manners*, or one of them, their or one of their Assignee or Assigns, Tenant or Tenants, and then in the Possession, Tenure, or Occupation of the said *John Manners*, his Under-tenant or Under-tenants, Assignee or Assigns; and all other the Messuages, Lands, Tenements, and Hereditaments whatsoever, of him the said *John Manners*, in *Old Felton* and *Acton* aforesaid, or either of them; And also all that

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his Messuage, Tenement, or Farmhold, situate, lying and being in the Chapelry of *Long Framlington*, and County aforesaid, commonly called or known by the Name of *Smalldean*, otherwise *Smadeen*, and then in the Possession or Occupation of the said *John Manners*, his Under-tenant or Under-tenant, Assignee or Assigns, together with all and singular Houses, Outhouses, Edifices, Buildings, Barns, Byars, Stables, Yards, Backsides, Dovecotes, Garths, Gardens, Orchards, Tofts, Crofts, Lands arable and not arable, Meadows, Pastures, Feedings, Commons, and Common of Pasture, Moors, Marshes, Heaths, waste Grounds, Woods, Underwoods and Trees, and the Soil and Ground of all such Woods, Underwoods, and Trees, Mines, Minerals, Quarries, Ways, Paths, Passages, Waters, Watercourses, and Watering-places, Liberties, Privileges, Easements, Profits, Commodities, Advantages, Emoluments, Hereditaments, and Appurtenances whatsoever to the said several Messuages, Tenements, or Farmholds, Lands, Grounds, Hereditaments, and Premises, and to every or any of them, belonging, or in any wise appertaining, or to or with the same then, or at any time thenceforth, commonly demised, letten, held, used, occupied, possessed, or enjoyed, or accepted, reputed, taken, or known to be as Part, Parcel, or Member thereof, or any of them respectively; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and of every Part and Parcel thereof; and all the Estate, Right, Title, Interest, Use, Trust, Possession, Property, Claim and Demand whatsoever, of him the said *John Manners*, of, in, to, or out of the same Premises; To hold unto and to the Use of the said *James Fryer*, his Heirs and Assigns for ever:

**And whereas** the Messuages, Lands, Tenements, Hereditaments, and Premises, in and by the said Indentures of Lease and Release conveyed to the said *James Fryer*, and his Heirs, as aforesaid, were so conveyed to him and them by way of Mortgage, and as a Security for the Payment to him the said *James Fryer*, his Executors, Administrators, or Assigns, of the said Sum of Three thousand Pounds, with legal Interest for the same:

**And whereas** the Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, comprised in the said recited Conveyance, were afterwards charged with, and made a Security for, the Payment of several other Sums of Money advanced and lent by the said *James Fryer* to the said *John Manners*, amounting together to the principal Sum of Eight hundred Pounds, with Interest for the same respectively:

**And whereas** the said *John Manners* died, in the Year One thousand Seven hundred and Thirty-nine, intestate, and without Issue Male, leaving Issue by *Ann Manners*, now his Widow, only Four Daughters, namely, *Jane Manners*, *Elizabeth Manners*, *Ann Manners*, and *Margaret Manners*, who are all Infants; and, upon his Death, the said Messuages, Lands, and Premises comprised in the said Securities, descended upon and vested in his said Four Daughters and Heirs at Law; subject, nevertheless, to the said Securities; and also subject to and charged with several Bond-Debts of the said *John Manners*; and Administration of the personal Estate and Effects of the said *John Manners* was granted to the said *Ann Manners*, his Widow:

**And whereas**, soon after the Death of the said *John Manners*, a Bill was exhibited in the Court of Chancery, at the Suit of some of his Bond-Creditors, on Behalf of themselves and other Bond-Creditors, against the said *Ann Manners* the Widow, and the said Four Daughters and Coheirs of



of the Intestate, and the said *James Fryer* the Mortgagee (among other Things) for Sale of the real Estate of the said *John Manners* at *Old Felton*, *Acton*, and *Smalldean*, so comprised in the said Mortgage and Securities, in order to satisfy the same Mortgage and Bond-Debts respectively, in case his personal Estate should not be sufficient for that Purpose: And by a Decree made on the Nineteenth Day of *June*, One thousand Seven hundred and Forty-one, in the said Cause, wherein *Henry Grey* Esquire, and *Robert Robinson*, on Behalf of themselves and other the Bond-Creditors of the said *John Manners*, were Plaintiffs; and the said *Ann Manners* Widow, *Elizabeth Manners*, *Ann Manners*, *Jane Manners*, and *Margaret Manners*, Infants, by the said *Ann Manners*, Widow, their Mother and Guardian, and the said *James Fryer* Defendant; it was ordered, That it should be referred to Mr. *Edwards*, one of the Masters of the said Court, to see what was due to the Bond-Creditors of the said *John Manners* for Principal and Interest on their respective Bonds; and also to see what was due to the said *James Fryer* for Principal and Interest on his Mortgages; and that the said Master should take an Account of the said *John Manners's* personal Estate come to the Hands of the said *Ann Manners* his Administratrix; and that the same should be applied to pay the Bond-Creditors in a Course of Administration: And, in case the said personal Estate should not be sufficient for that Purpose, then, by Consent of the said *James Fryer*, it was further ordered and decreed, That the said Estates should be sold to the best Purchaser or Purchasers, to be allowed by the said Master, wherein all Parties were to join, as he should direct; and that, out of the Money arising by such Sale, the said *James Fryer* should, in the first place, be paid the Principal and Interest due on his Mortgages; and that, afterwards, the Bond-Creditors should be paid what was due to them respectively; and that all Parties should be paid their Costs of the said Suit, to be taxed by the said Master out of the said Intestate's Estate:

And whereas the said *James Fryer* died after the making the said Decree; and the said Cause, as to him, abated; but has since been revived against *Stephen Fryer*, his Brother, and Heir, and Executor, by Order of the said Court:

And whereas the said Master made his Report in the said Cause, bearing Date the Eighth Day of *April*, One thousand Seven hundred and Forty-six; and thereby, certified, That there was due to the Bond-Creditors of the said *John Manners*, on the said Eighth Day of *April* One thousand Seven hundred and Forty-six, the Sum of One thousand Six hundred and Eighteen Pounds Seventeen Shillings and Six-pence; and that there was due to the said *Ann Manners* the Widow, for what she had disbursed for Payment of the said *John Manners's* Bond-Debts and Interest, and for other Payments and Expences therein mentioned, over and above the Amount of his personal Estate come to her Hands, the Sum of Ten Pounds Fifteen Shillings and Two-pence, for which she was to be considered as a Bond-Creditor: And he also certified that there was due to the Defendant *Fryer*, on the said Eighth Day of *April*, One thousand Seven hundred and Forty-six, for Principal and Interest, on his Mortgage, the Sum of Five thousand Two hundred Seventeen Pounds Ten Shillings; and that he had taxed the Costs of the Parties in the said Suit at several Sums of Money, amounting in the Whole to the Sum of Two hundred Pounds Four Shillings and One Penny:

And whereas, in pursuance of the said Decree, *William Cuthbert*, Esquire, was reported and allowed the best Purchaser of the Estate of the said *John Manners* at *Old Felton* and *Acton*, for the Sum of Five thousand Pounds;



Pounds; and *Richard Grieve*, of *Alnwick*, in the County of *Northumberland*, Gentleman, was reported and allowed the best Purchaser of the Estate at *Smalldean*, for the Sum of One thousand Two hundred Pounds; but the said *William Cuthbert* refusing to proceed in his Purchase, alleging he could not have a good Title and Conveyance made to him without the Aid of Parliament, *Robert Bullman*, of *Morpeth*, in the said County of *Northumberland*, Gentleman, hath agreed to become a Purchaser of the said Estate at *Old Felton* and *Acton*, in the place and stead of the said *William Cuthbert*; and is allowed and confirmed the Purchaser of the said Estate, by Order of the said Court of Chancery, accordingly:

**And whereas**, in regard the clear yearly Income of the real Estates of the said *John Manners*, so sold before the Master, doth not amount, one Year with another, to above Two hundred and Eleven Pounds *per Annum* clear yearly Value; and is not sufficient to pay the Interest of the Debts and Incumbrances charged upon and affecting the same; it would be greatly for the Advantage of all Parties interested in the said Estate, that the said Sale should proceed and be completed: **But**, as the said *Robert Bullman* and *Richard Grieve* cannot, by reason of the Infancy of the Four Daughters of the said *John Manners*, have an immediate, absolute, and effectual Conveyance of the Fee-simple Inheritance, and Equity of Redemption of the Estates whereof they are respectively reported or allowed the best Purchasers, as aforesaid, without the Sanction and Authority of an Act of Parliament:

**Therefore** Your MAJESTY's most Dutiful and Loyal Subjects the said *Robert Bullman* and *Richard Grieve*, and also the said *Ann Manners*, for and on the Behalf of her said Four Daughters who are Infants,

*Do most humbly beseech Your Most Excellent MAJESTY,*

That it may be **Enacted**; **And be it Enacted**, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all those Freehold-Messuages, Tenements, or Farmholds, situate, lying, and being in the Parish of *Felton*, in the County of *Northumberland*, commonly called or known by the several Names or Denominations of *Old Felton* and *Acton*, late the Estate and Inheritance of the said *John Manners*, deceased; and all the Lands, Arable, Meadow, Pasture, and Wood-Grounds, to the said Messuages, Tenements, or Farmhold belonging, or therewith used, occupied, or enjoyed, containing, by Estimation, Four hundred and Thirty Acres, or thereabouts, be the same more or less; and now, or late, in the Tenure or Occupation of *George Watson*, *Robert Grey*, *William Hogg*, *Ann Swan*, and *John Miller*, or their, some or one of their Assigns or Undertenants; and for which they pay the yearly Rent of One hundred and Seventy-three Pounds; and all Houses, Outhouses, Edifices, Buildings, Barns, Byars, Stables, Yards, Backsides, Dovecoats, Garths, Gardens, Orchards, Tofts, Crofts, Meadows, Pastures, Feedings, Commons, Common of Pasture, Moors, Marshes, Heaths, waste Grounds, Woods, Underwoods, and Trees, and the Ground and Soil of all such Woods, Underwoods, and Trees, Mines, Minerals, Quarries, Ways, Paths, Passages, Waters, Watercourses, and Watering-places, Liberties, Privileges, Easements, Profits, Commodities, Advantages, Emoluments, Hereditaments, and Appurtenances whatsoever, to the said Messuages, Tenements,



Farmholds, Lands, Hereditaments, and Premises belonging, or in any life appertaining, or to or with the same now, or at any time heretofore, commonly demised, letten, held, occupied, and enjoyed, or accepted, reputed, taken, or known as Part, Parcel, or Member thereof; and which said Messuages, Tenements, and Farmholds, herein before mentioned and described, are Part of the Premises comprised in the said first-recited Mortgage; and are the same Messuages, Lands, Tenements, and Hereditaments, whereof the said *William Cuthbert* was reported the best Purchaser, and of which the said *Robert Bullman* is allowed and confirmed the best Purchaser, in the place and stead of the said *William Cuthbert*, at and for the Sum of five thousand Pounds; and all that Hamlet, or Stead, Place, Messuage, Tenement, or Farmhold, situate and being in the Chapelry of *Long Framington* and Parish of *Felton* aforesaid, called or known by the Name or denomination of *Smalldean*, otherwise *Smadean*, with the Lands and grounds thereunto belonging, or therewith used, now, or late, in the tenure or Occupation of *Thomas Pringle*, or his Assigns or Under-tenants, and for which he pays the yearly Rent of Fifty Pounds; and all Houses, Edifices, Buildings, Barns, Stables, Outhouses, Byars, Yards, Backsides, Garths, Gardens, Orchards, Tofts, Crofts, Meadows, Pastures, Feedings, Commons, Common of Pasture, Woods, Underwoods, Trees, and the Ground and Soil of the same Woods, Underwoods, and Trees, Mines, Quarries, Minerals, Ways, Watercourses, Liberties, Privileges, and Appurtenances whatsoever, to the said Messuage, Tenement, or Farmhold, herein last before mentioned and described, belonging, or in any life appertaining, or therewith, or with any Part thereof, used, held, occupied, or enjoyed, or accepted, reputed, taken, or known as Part, Parcel, or Member thereof; and which said Messuage, Tenement, Farmhold, and Premises, herein last before-mentioned and described, are also Part of the Premises comprised in the said first-recited Mortgage; and are the same Messuage, Tenement, Farmhold Lands, and Hereditaments, whereof the said *Richard Grieve* was reported the best Purchaser, at and for the Sum of Twelve hundred Pounds; and the Reversion and Reversions, Remainder and Remainders of the same Premises; shall from and after the First Day of *June* One thousand Seven hundred and Forty-six, be settled upon and vested in, and the same are hereby from thenceforth settled upon and vested in *Henry Ord*, of the *Inner Temple, London*, Gentleman, and *Thomas Henzell*, of *Gray's-Inn* in the County of *Middlesex*, Gentleman, their Heirs and Assigns; To the Use of them the said *Henry Ord*, and *Thomas Henzell*, their Heirs and Assigns, for ever, freed and discharged, and absolutely acquitted, exonerated, and indemnified, of, from, and against all Claims and Demands of the said *Ann Manners*, and her said Four Daughters, and their respective Heirs, and the right Heirs of the said *John Manners*, deceased; but subject, and without Prejudice to the said Mortgages or Securities, so made to the said *James Fryer*, as aforesaid; and upon Trust nevertheless, that they the said *Henry Ord*, and *Thomas Henzell*, and their Heirs, shall and do, upon Payment by the said *Robert Bullman*, and *Richard Grieve*, their respective Heirs or Assigns, of the several Sums of Five thousand Pounds, and Twelve hundred Pounds, being the several Sums, at and for which they are reported the best Purchasers of the several Estates herein before-mentioned, unto the said *Henry Ord*, and *Thomas Henzell*, their Heirs or Assigns, they the said *Henry Ord*, and *Thomas Henzell*,  
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their Heirs and Assigns, shall and do grant, convey, and assure the said Messuages, Farms, Lands, Tenements, Hereditaments, and Premises hereby vested in them, as aforesaid, with their and every of their Appurtenances, in manner following; that is to say, As to the Premises whereof the said *Robert Bullman* is allowed and confirmed the best Purchaser as aforesaid, with their, and every of their Rights, Members, and Appurtenances, unto, and to the Use of the said *Robert Bullman*, his Heirs or Assigns, or unto, and to the Use of such Person or Persons, and for such Estate or Estates, as he or they shall in that Behalf nominate and appoint. And as to the Premises whereof the said *Richard Grieve* is reported and confirmed the best Purchaser, as aforesaid, with their and every of their Rights, Members, and Appurtenances, unto, and to the Use of the said *Richard Grieve*, his Heirs and Assigns; or unto, and to the Use of such Person or Persons, and for such Estate and Estates, as he or they shall in that Behalf nominate and appoint; and also upon Trust, that in the meantime, and until such Conveyances and Assurances, respectively, shall be made, in pursuance of this Act, they the said *Henry Ord*, and *Thomas Henzell*, and their Heirs, shall and do permit and suffer the Rents and Profits of the Premises hereby vested in them, as aforesaid, to be had, and received, and taken by such Person or Persons as were intitled to, or ought to receive the same before the passing this Act, or in case the same had not been made.

**And it is hereby further Enacted and Declared,** That the said *Henry Ord*, and *Thomas Henzell*, and their Heirs, shall apply and dispose of the said several Sums of Five thousand Pounds, and Twelve hundred Pounds, to be paid by the said *Robert Bullman*, and *Richard Grieve*, respectively, for the Purchase of the Premises vested and settled by this Act, and making together Six thousand Two hundred Pounds, in manner and for the Purposes herein after-mentioned; that is to say, In the first place, for the paying and discharging the said Sum of Five thousand Two hundred and Seventeen Pounds and Ten Shillings, so due and owing, upon or by virtue of the said Mortgage and Securities so made to the said *James Fryer*, as aforesaid, and all farther Interest that shall be due upon the said Securities, at such Time as the principal Mortgage-Debt shall be paid off and discharged; and shall and do apply and dispose of the Residue and Surplus of the said Sum of Six thousand Two hundred Pounds, the Purchase-Money for the Premises vested and settled by this Act, which shall remain after Payment of the said Mortgage-Debt, and the Interest thereof, as aforesaid, in, for, or towards the Payment of the Bond-Debts of the said *John Manners*, provided for by the said Decree, and the Costs of the said Suit in Chancery, thereby directed to be paid out of his Estate, in such Order, Course, and Manner, as by the said Court of Chancery is, or shall be, in that Behalf ordered, directed, or appointed.

**And it is hereby further Enacted,** That, upon Payment of the said Sum of Five thousand Two hundred Seventeen Pounds and Ten Shillings, so due upon the said Securities made to the said *James Fryer*, as aforesaid, and all farther Interest so to grow due on the said Securities, the Representatives of the real and personal Estate of the said *James Fryer* shall and may, at the Request, Costs, and Charges of the said *Robert Bullman* and *Richard Grieve*, the Purchasers of the Premises hereby vested and settled, as aforesaid, their respective Heirs and Assigns, convey, transfer, and make over



over the Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, comprised in the said Securities, so made to, and vested in the said *James Fryer*, as aforesaid, and all his and their Estate and Interest, of, in, and to the same, unto the respective Purchasers of the same Premises, their respective Heirs and Assigns, or unto such Person or Persons as they respectively shall for that Purpose nominate, direct, or appoint, in order to protect the said respective Purchasers against all intervening and subsequent incumbrances.

And it is hereby further Enacted and Declared, That the Receipt and Receipts of the said *Henry Ord*, and *Thomas Henzell*, or the Survivor of them, or the Heirs, Executors, or Administrators of each Survivor, under their or his Hands or Hand respectively, shall be a sufficient and effectual Discharge to the respective Purchasers of the same Premises, for so much of the said Purchase-Money for which such Receipt and Receipts shall be given; and that, after such Receipts, such Purchaser and Purchasers shall be absolutely acquitted and discharged of and from the same; and shall not be answerable or accountable for any Loss, Misapplication, or Non-application of the said Purchase-Money, or any Part thereof.

And it is hereby further Enacted and Declared, That the said Trustees, herein before nominated and appointed for the Purposes aforesaid, shall not, nor shall either of them, or the Heirs, Executors, or Administrators of either of them, be answerable or accountable for any Money to be received by virtue of or under the Trusts hereby in them reposed, any otherwise than each Person for such Sum or Sums of Money as he shall respectively actually receive: And that no one of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults of the other of them; and also that the said Trustees, their respective Heirs, Executors, and Administrators, shall and may, out of the Rents and Profits of the Premises vested in them by this Act, or out of the Money arising by Sale thereof, retain to and reimburse themselves all Costs, Charges, Damages, and Expences, that they respectively shall or may sustain, or be put unto, in and about the Execution and Defence of the Trusts hereby in them respectively reposed.

Saving always to the KING's Most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (Other than and except the said *Ann Manners* the Widow, and the said *Elizabeth Manners*, *Ann Manners*, *Jane Manners*, and *Margaret Manners*, the Daughters of the said *John Manners*, and their respective Heirs, and the right Heirs of the said *John Manners*.) All such Estate, Right, Title, Interest, Claims, and Demands whatsoever, of, in, to, or out of the same Premises, as they, every or any of them had before the passing this Act, or could or might have had and enjoyed, in case this Act had not been made.



[1746.]

der a Decree of the Court of  
Chancery, for the Purposes  
Wherein mentioned.



